

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE: Sevdil Amzaji  
Debtor,

Nationstar Mortgage LLC as servicer for  
Nationstar Mortgage LLC  
Movant.

v.

Sevdil Amzaji  
Debtor/Respondent,

Kenneth E. West, Office of the Chapter 13  
Standing Trustee, Trustee  
Additional Respondent.

BANKRUPTCY CASE NUMBER  
19-16490 - AMC

CHAPTER 13

11 U.S.C. § 362

**STIPULATION AND ORDER**

AND NOW, in consideration of the mutual promises and agreements set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby stipulated and agreed to by and between the undersigned as follows:

1. This Stipulation shall govern all post-petition payments due and owing to Movant, including those that fall due after the arrears, as set forth below, are cured.
2. The post-petition arrearages on the mortgage held by Movant on Debtor's property at 9410 Evans Street, Philadelphia, PA 19115 (the "Property"), are \$3,300.09. The breakdown of the arrears is as follows:

Post-Payments from 04/01/2023 to 04/31/2023 at \$2,230.90 each	\$2,230.90
Suspense Balance	\$(168.81)
Bankruptcy Fees	\$1,050.00
Bankruptcy Costs	\$188.00

3. If Debtor provides proof of negotiated payments not already credited, they will receive credit for those payments.

4. Debtor shall cure the arrearages in the following manner:

(a) Movant shall apply \$168.81 from Debtor Suspense to the arrearage balance;  
(b) The balance of the arrears, to-wit, \$3,300.09, shall be cured by the Debtor in three (3) consecutive payments commencing on May 15, 2023. The Debtor shall pay the sum of \$1,100.03 for three (3) consecutive months until the arrears are cured, together with the regular monthly mortgage payment.

(c) Debtor shall resume making the regular monthly mortgage payments on May 1, 2023 in the amount of \$2,230.90, or as same may be adjusted from time to time.

(d) Should Debtor's regular monthly payment amount change, Debtor shall be notified of such change, and the monthly payment amount due under the terms of the Stipulation shall change accordingly;

(e) All payments to Movant shall include the Loan No. written on the face thereof, and shall be made directly to Attention: Nationstar Mortgage Bankruptcy Department, PO Box 619094 Dallas, TX 75261-9741;

(f) All payments made pursuant to this Stipulation and Order shall be applied first to reimburse Movant for its attorneys' fees and costs (as provided for above) in connection with this motion. All further payments will be applied to the arrears and/or monthly payments in the manner prescribed by the Mortgage and Note.

1. In the event that Debtor fails to make any of the payments set forth above, Movant shall notify Debtor and Debtor's attorney of the default in writing and Debtor may cure the default within 15 days of the notice. If the default continues to the following month, the

Debtor shall include funds to cure that month's default as well. If Debtor should fail to cure the default within 15 days, Movant may file a Certification of Default with the Court, and upon the filing of the Certification, Debtor consents to the Court entering an Order granting Movant relief from the Automatic Stay.

2. In the event the instant bankruptcy case is converted to a case under Chapter 7, this shall constitute a default under the terms of this Stipulation. Debtor shall cure the pre-petition and post-petition arrears within ten (10) days from the date of conversion. Should the Debtor fail to cure the arrears within ten (10) days from the date of conversion, counsel for Movant may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the Property.

3. Debtor understands that should Movant be forced to provide a written Notice of Default of this Stipulation, that Debtor shall be responsible for any reasonable attorney fees of \$100.00 per Notice of Default and \$200.00 per Certification of Default incurred by Movant as a result of preparation of same.

4. Debtor agrees that the Court may waive Rule 4001(a) (3), permitting Movant to immediately implement and enforce the Court's order.

The parties request that this Honorable Court approve this stipulation.

Dated: May 10, 2023

*/s/Lorraine Gazzara Doyle*

Christopher A. DeNardo 78447  
Lorraine Gazzara Doyle 34576  
Attorney for Movant

Dated: May 8, 2023

*Ronald G. McNeil, Esquire, McNeil Legal services*  
Attorney for Debtor

05/09/2023

/s/Kenneth E. West, with express permission

Dated: \_\_\_\_\_

Kenneth E. West, Office of the Chapter 13 Standing  
Trustee  
Trustee

AND NOW, this 15th day of May, 2023, it is hereby  
ORDERED that the foregoing Stipulation is approved, shall be, and is made an Order of this  
Court.

BY THE COURT:



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HONORABLE ASHELY M. CHAN  
UNITED STATES BANKRUPTCY JUDGE